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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 OAKLAND DIVISION

AMERICAN CIVIL LIBERTIES UNION,	)	No. 4:23-cv-03450-DMR
	)	
Plaintiff,	)	<b>STIPULATION AND [PROPOSED] ORDER</b>
	)	<b>REGARDING SETTLEMENT AND DISMISSAL</b>
v.	)	
	)	
UNITED STATES IMMIGRATION AND	)	
CUSTOMS ENFORCEMENT and UNITED	)	
STATES DEPARTMENT OF HOMELAND	)	
SECURITY,	)	
	)	
Defendants.	)	

Plaintiff American Civil Liberties Union (“Plaintiff”) and Defendants United States Immigration and Customs Enforcement (“ICE”) and United States Department of Homeland Security (collectively, “Defendants”), by and through their undersigned counsel, hereby enter into this Stipulation and [Proposed] Order Regarding Settlement and Dismissal (“Stipulation”) as follows:

1. ICE shall pay to Plaintiff, in total, the amount of fifteen thousand U.S. dollars and zero cents (\$15,000.00) (the “Settlement Amount”) in full and complete satisfaction of Plaintiff’s claims for attorneys’ fees, costs, and litigation expenses under the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, as amended, in the above-captioned matter. Payment of the Settlement Amount to Plaintiff shall constitute full and final satisfaction of any and all of Plaintiff’s claims for attorneys’ fees, costs, and

1 litigation expenses in the above-captioned matter, and is inclusive of any interest. Payment of this  
2 money will be made by electronic funds transfer after notification of the Court's entry of this Stipulation  
3 and receipt of necessary information from Plaintiff in order to effectuate the payment. ICE will make all  
4 reasonable efforts to make payment within thirty (30) days of the date that Plaintiff's counsel provides  
5 the necessary information for the electronic funds transfer and this Stipulation is approved by the Court,  
6 whichever is later, but cannot guarantee payment within that timeframe.

7 2. Upon the execution of this Stipulation, Plaintiff, having received responsive records,  
8 hereby releases and forever discharges Defendants, and their successors, the United States of America,  
9 and any department, agency, or establishment of the United States, and any officers, employees, agents,  
10 successors, or assigns of such department, agency, or establishment, from any and all claims and causes  
11 of action that Plaintiff asserts or could have asserted in this litigation, or which hereafter could be  
12 asserted by reason of, or with respect to, or in connection with, or which arise out of, the specific FOIA  
13 request on which this action is based, including but not limited to all past, present, or future claims for  
14 attorneys' fees, costs, or litigation expenses in connection with the above-captioned litigation.

15 3. The provisions of California Civil Code Section 1542 are set forth below:

16 "A general release does not extend to claims that the creditor or releasing party does not  
17 know or suspect to exist in his or her favor at the time of executing the release and that, if  
18 known by him or her, would have materially affects his or her settlement with the debtor  
or released party."

19 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by Plaintiff's  
20 attorney, and fully understanding the same, in settlement of this FOIA action, nevertheless elects to  
21 waive the benefits of any and all rights Plaintiff may have pursuant to the provisions of that statute and  
22 any similar provision of federal law. Plaintiff understands that, if the facts concerning any injuries,  
23 liability for damages pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are  
24 found hereafter to be other than or different than the facts now believed by them to be true, this  
25 Agreement shall be and remain effective notwithstanding such material difference.

26 4. Execution of this Stipulation and its approval by the Court shall constitute dismissal of  
27 this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

28 5. The parties acknowledge that this Stipulation is entered into solely for the purpose of

1 settling and compromising any remaining claims in this action without further litigation, and it shall not  
2 be construed as evidence or as an admission on the part of Defendants, the United States, its agents,  
3 servants, or employees regarding any issue of law or fact, or regarding the truth or validity of any  
4 allegation or claim raised in this action, or as evidence or as an admission by Defendants regarding  
5 Plaintiff's entitlement to attorneys' fees, costs, or other litigation expenses under FOIA. This  
6 Stipulation shall not be used in any manner to establish liability for fees or costs in any other case or  
7 proceeding involving Defendants.

8         6. This Stipulation is binding upon and inures to the benefit of the parties hereto and their  
9 respective successors and assigns.

10         7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the  
11 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or  
12 impaired thereby.

13         8. This Stipulation shall constitute the entire agreement between the parties, and it is  
14 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the  
15 parties hereto. The parties further acknowledge that no warranties or representations have been made on  
16 any subject other than as set forth in this Stipulation.

17         9. The persons signing this Stipulation warrant and represent that they possess full authority  
18 to bind the persons on whose behalf they are signing to the terms of the Stipulation.

19         10. This Stipulation may not be altered, modified, or otherwise changed in any respect except  
20 in writing, duly executed by all of the Parties or their authorized representatives.

21         11. It is contemplated that this Stipulation may be executed in several counterparts, with a  
22 separate signature page for each party. All such counterparts and signature pages, together, shall be  
23 deemed to be one document.

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25 ///

26 ///

27 ///

1 IT IS SO STIPULATED.

2 Dated: December 19, 2024

ISMAIL J. RAMSEY  
United States Attorney

3  
4 /s/ David M. DeVito\*  
DAVID M. DEVITO  
Assistant United States Attorney

6 Attorneys for Defendants

7 Dated: December 19, 2024

AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION

8  
9 /s/ Eunice Cho  
Eunice Cho  
Kyle Virgien  
Marisol Dominguez-Ruiz

11 Attorneys for Plaintiffs

12  
13 \* In compliance with Civil Local Rule 5-1(i)(3), the  
14 filer of this document attests under penalty of  
perjury that concurrence in the filing of the  
15 document has been obtained from the other  
Signatory.

**[PROPOSED] ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. DONNA M. RYU  
United States Chief Magistrate Judge